
NEW YORK STATE DEPARTMENT OF HEALTH

Office of Health Insurance Programs
Division of Coverage and Enrollment
Bureau of Information Management and Program Compliance

A Request for Proposal for Eligibility Verification and Program Integrity Services

FAU No: 1006030932

Schedule of Key Events

RFP Release Date July 15, 2010

Written Questions Due August 4, 2010

Response to Written Questions..... on or about August 27, 2010

Proposal Due Date 3:00 p.m. ET on September 22, 2010

Contract Start Date (Anticipated) January 1, 2011

Contacts Pursuant to State Finance Law § 139-j and 139-k

DESIGNATED CONTACTS

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

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Permissible Subject Matter Contact for this RFP released on July 15, 2010:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

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Participation in the Pre-Bid Conference

Not Applicable

Debriefings & Negotiation of Contract Terms after Award

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section F.13 of this solicitation.

List of Acronyms and Abbreviations

Below is a list of acronyms and abbreviations used in this Request for Proposal.

BIMPC	Bureau of Information Management and Program Compliance
CHIP	Children's Health Insurance Program
CHPlus	Child Health Plus program
Contractor	Successful bidder
CMS	Centers for Medicare and Medicaid Services
Department	New York State Department of Health
DTF	New York State Department of Tax and Finance
FFS	Fee-for-service
FHPlus	Family Health Plus
FTE	Full time equivalent
FFY	Federal fiscal year
HIPAA	Health Insurance Portability and Accountability Act
IPIA	Improper Payments and Information Act of 2002
LDSS	Local Departments of Social Services
MEQC	Medicaid Eligibility Quality Control
M/WBE	Minority/Women Business Enterprise
NYS	New York State
OHIP	Office of Health Insurance Programs, NYS Department of Health
OMB	Office of Management and Budget
OMIG	New York State Office of the Medicaid Inspector General
OSC	New York State Office of the State Comptroller
PERM	Payment Error Rate Measurement
PHL	New York State Public Health Law
RFP	Request for proposal
SSA	Social Security Act
State	New York State
TAG	Technical Advisory Group

TABLE OF CONTENTS

A.	INTRODUCTION	1
B.	BACKGROUND	3
	1. Payment Error Rate Measurement	3
	2. Medicaid Eligibility Quality Control.....	4
	3. Other Program Integrity Services	4
C.	PROJECT SPECIFICATIONS	5
	1. Corporate Background, Experience and Capacity.....	5
	2. Staffing Requirements and Qualifications.....	5
	3. Training and Assistance	6
	4. Confidentiality and Security of Files.....	7
	5. Quality Control and Assurance	7
	6. Reporting and Tracking Requirements	8
	7. Detailed Project Area Specifications.....	9
	7.1 Payment Error Rate Measurement for CHIP & Medicaid... 9	
	7.2 Medicaid Eligibility Quality Control.....	11
	7.3 Other Program Integrity Services	12
	8. Transition Plan.....	13
D.	PROPOSAL REQUIREMENTS	14
	1. Overview	14
	2. General Submission Requirements	14
	3. Technical Proposal	14
	3.1 Transmittal Letter	15
	3.2 Table of Contents	17
	3.3 Executive Summary.....	17
	3.4 Corporate Experience and Capacity	18
	3.5 Staffing Plan and Qualifications.....	19
	3.6 Proposed Approach.....	20
	4. Cost Proposal	21
	4.1 Bid Form.....	21
	4.2 Bid Summary.....	21
	4.3 Additional Pricing and Payment Information.....	22
	4.4 Company's Financial Capacity and Stability	23
	4.5 Vendor Responsibility Attestation	23
	4.6 Minority/Women Business Enterprise (M/WBE)	23

TABLE OF CONTENTS

E.	METHOD OF AWARD	24
1.	Compliance Evaluation.....	24
2.	Comprehensive Technical Proposal Evaluation	25
3.	Cost Proposal Evaluation	25
4.	Final Selection and Contract Award	25
5.	Notification of Award.....	26
F.	ADMINISTRATIVE ISSUES	26
1.	Issuing Agency	26
2.	Inquiries	26
3.	Submission of Proposals	27
4.	Reserved Rights	28
5.	Public Information.....	29
6.	Voucher Submission, Payment & Supporting Documentation... ..	29
7.	Term of Contract.....	33
8.	Early Termination Transition Plan.....	33
9.	Debriefing	34
10.	Protest Procedures.....	34
11.	Vendor Responsibility Questionnaire.....	34
12.	State Consultant Services Reporting.....	34
13.	Lobbying Statute.....	35
14.	Accessibility of State Agency Web-based Information.....	36
15.	Information Security Breach and Notification Act.....	36
16.	New York State Tax Law Section 5-a	37
17.	Piggybacking	38
18.	M/WBE Utilization Plan for Subcontracting and Purchasing	38
19.	Indemnification	38
G.	LIST OF APPENDICES	41

TABLE OF CONTENTS

H. ATTACHMENTS	42
1. Summary of Staffing Needs	
2. Transmittal Letter Template	
3. Proposed Staffing Level Worksheet, Contract Year 1	
4. Proposed Staffing Level Worksheet, Contract Year 2	
5. Proposed Staffing Level Worksheet, Contract Year 3	
6. Proposed Staffing Level Worksheet, Contract Year 4	
7. Proposed Staffing Level Worksheet, Contract Year 5	
8. Proposed Staffing Level Worksheet, Contract Year 6	
9. No Bid Form	
10. Bid Form	
11. Bid Summary	
12. Pricing Worksheet & Payment Schedule, Administrative Fee	
13. Pricing Worksheet & Payment Schedule, Review Fee: PERM	
14. Pricing Worksheet & Payment Schedule, Review Fee: MEQC	
15. Pricing Worksheet & Payment Schedule, Review Fee: Other Program Integrity Services	
16. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 1	
17. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 2	
18. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 3	
19. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 4	
20. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 5	
21. Vendor Responsibility Attestation	
22. M/WBE Procurement Forms	
23. State Consultant Services Form A	
24. State Consultant Services Form B	
25. NYS Taxation and Finance Contractor Certification Form ST-220-TD	
26. NYS Taxation and Finance Contractor Certification Form ST-220-CA	
27. Appendix A – Standard Clauses for All New York State Contracts	
28. Appendix D – General Specifications	
29. Appendix G – Notices	
30. Appendix H – Health Insurance Portability and Accountability Act	
31. Appendix X - Modification Agreement Form	

A. INTRODUCTION

This Request for Proposal (RFP) is issued by the New York State Department of Health (Department). The Department is responsible for the requirements specified herein and for the evaluation of all proposals. This RFP is to secure eligibility verification and program integrity services to assist the Department's Office of Health Insurance Programs (OHIP) in conducting various federally mandated and state required reviews including, but not limited to:

- Payment Error Rate Measurement (PERM);
- Medicaid Eligibility Quality Control (MEQC);
- Internal Medicaid and Child Health Plus (CHPlus) program audits; and
- Related Medicaid and CHPlus program integrity functions, as needed.

New York Medicaid is an entitlement program designed to provide comprehensive medical health care to eligible low-income residents. Eligibility is based on financial and other criteria. The program is authorized under Title XIX of the Social Security Act (SSA), and is funded jointly by the federal government and New York State. The Department is designated as the single state agency for administration of the New York State Medicaid program. In New York, the Medicaid program is state supervised and locally administered by local Departments of Social Services (LDSS). Within OHIP, the Bureau of Medicaid and Family Health Plus Enrollment has primary oversight of 58 LDSS offices, which have the authority to process applications and make eligibility determinations for Medicaid. Currently, each LDSS office is responsible for maintaining a copy of the application and other case record information, either electronically or in hardcopy.

In New York State, the Children's Health Insurance Program (CHIP) is known as CHPlus. CHPlus is designed to provide health care coverage to low-income children who are not eligible for Medicaid. The program is authorized under Title XXI of the SSA, and is funded jointly by the federal government and New York State. The CHPlus program is supervised at the state level, but is administered by the health plans that have a contractual relationship with the Department. Within OHIP, the Bureau of Child Health Plus Enrollment has primary oversight of 19 CHPlus health plans. These health plans process applications, make CHPlus eligibility determinations and maintain the enrollment files on behalf of New York State.

The Bureau of Information Management and Program Compliance (BIMPC), also within OHIP, has primary oversight of various federal and state reviews, including those listed above.

The successful bidder will be expected to conduct eligibility reviews in compliance with all relevant federal and state statutes, regulations, and requirements applicable to each review project. The successful bidder will also be expected to provide the Department and BIMPC staff with the personnel and technical assistance needed to conduct and complete the reviews and integrity functions noted within this RFP.

The contract resulting from this RFP will have a term of five and a half years, with an anticipated contract start date of January 1, 2011, subject to the availability of sufficient funding, successful contractor performance, and approval from the New York State Office of the State Comptroller.

Below is a table that summarizes when the Contractor is expected to complete the reviews outlined in this RFP.

Contract Year	Reviews		
	MEQC	PERM 2011 CHIP & MEDICAID	PERM 2014 CHIP & MEDICAID
Year 1 (2011)	2009 2010	Begin 2011 cycle activities upon start of contract	
Year 2 (2012)	2011 2012	↓	
Year 3 (2013)	2013	Wrap-up corrective action activities, as needed	Begin 2014 cycle activities
Year 4 (2014)	2014		↓
Year 5 (2015)	2015		Wrap-up corrective action activities, as needed
Year 6 (up to 1 st six months of 2016)	Transitional Period, as necessary		

B. BACKGROUND

1. Payment Error Rate Measurement

The Improper Payments and Information Act of 2002 (IPIA) P.L.107-300, requires the heads of federal agencies to review the programs they oversee that are susceptible to significant erroneous payments, and estimate the amount of improper payments. The Office of Management and Budget (OMB) identified Medicaid and CHIP as programs at risk for significant improper payments. To comply with IPIA, the Centers for Medicare and Medicaid Services (CMS) developed the PERM program and promulgated PERM regulations for the Medicaid and CHIP programs at 42 CFR Part 431, Subpart Q.

CMS implemented a rotational approach to PERM, requiring individual states be reviewed once every three years. New York State (NYS) was selected by CMS to be measured in federal fiscal year (FFY) 2008, and undergo a review every third year thereafter (e.g., FFY 2011 and FFY 2014).

Under PERM, there are three major review components:

- Fee-for-service (FFS) claims, which includes a medical record review;
- Managed care claims; and
- Eligibility.

Based on the results of each PERM review cycle, CMS publishes four national error rates for each of the two programs. CMS also calculates four state-specific error rates per program, which are intended to be shared with only the individual state to implement corrective action plans. The four error rate categories are:

- Fee-for-service (FFS);
- Managed care;
- Eligibility; and
- Overall program.

CMS is currently using a national contractor to complete the FFS and managed care claim review components. While the federal contractors conduct the actual FFS and managed care reviews, individual states must provide data and assistance in these areas, as needed.

CMS also requires individual states to carry out the eligibility review component. It is expected that 708 case reviews (504 active and 204 negative) will be required for CHIP FFY 2011. While currently unknown, it is expected that no more than 1,000 case reviews will be required for Medicaid FFY 2011 and FFY 2014, as well as for CHIP FFY 2014.

Additional information on the CMS PERM program, including the proposed, interim and final rules, can be found at <http://www.cms.hhs.gov/PERM>.

2. Medicaid Eligibility Quality Control

CMS requires each state to operate a MEQC program. As such, states are required by federal laws and regulations to conduct an annual MEQC review and submit reports of findings to CMS.

The traditional MEQC process is set forth in section 1903(u) of the SSA and 42 CFR 421.800 through 431.865. This process requires States to report to the Secretary the ratio of States' erroneous excess payments for medical assistance to total expenditures for medical assistance. It sets a three percent threshold for improper payments and allows for a federal financial disallowance to be imposed based on the amount of improper payments that exceed the threshold.

However, states may seek CMS approval to conduct a pilot or waiver MEQC review in lieu of the traditional MEQC process. The Department currently operates a waiver MEQC program, as approved under a section 1115 demonstration. This demonstration provides the Department with the flexibility to review a targeted Medicaid population, rather than a sample of all applicants and enrollees, in order to reduce errors and improve program administration in that particular area. Furthermore, it waives the application of the threshold and disallowance provisions.

Each year, a review plan is developed by the Department and submitted for CMS approval. The plan identifies the targeted population and describes the scope of the review. Typically, each review includes an examination of 600 - 900 individual cases. This ensures that an equivalent level of effort is maintained to that which was performed under the traditional MEQC process.

3. Other Program Integrity Services

On an annual basis, the Department is required to review CHPlus eligibility determination and recertification procedures used by the health plans that have a contractual relationship with the Department. The Department conducts these reviews in accordance with established procedures that ensure compliance with:

- Sections 2510 and 2511 of the NYS Public Health Law (PHL), including the requirements described in subdivision twelve of section 2511 of the PHL;
- Contractual provisions and Department issued advisory memoranda, manuals, letters or other guidance; and
- Title XXI of the SSA, and any implementing federal regulations or requirements set forth in the CHIP state plan.

Additionally, the Department conducts reviews of the LDSS offices to ensure compliance with federal and state laws, regulations, requirements and policies for Medicaid. Department staff may also participate in or conduct other program integrity functions, as needed.

C. PROJECT SPECIFICATIONS

1. Corporate Background, Experience and Capacity

Bidders must have experience conducting and/or verifying eligibility determinations in at least one state for either Medicaid or CHIP during the past five years. Bidders must also have experience analyzing and reporting the results of such reviews and/or verifications. It is preferred that the bidder also have experience in conducting PERM eligibility reviews for at least one other state.

The Contractor must locate its physical plant and key project staff in a single location within twelve (12) miles of the Capitol building in Albany, New York. While some case records will be available electronically, a fair amount of them will only be available in hardcopy. Therefore, a central location for staff and files is necessary to promote efficiencies within the review processes. It will also ensure that travel costs, resulting from routine status meetings between the Contractor and the Department, are kept to a minimum. Furthermore, it ensures that consistent security and confidentiality measures are implemented and monitored with regard to the personal and confidential information in the Contractor's custody.

2. Staffing Requirements and Qualifications

The bidder shall ensure that the entire project, and each component, is adequately staffed with experienced and knowledgeable personnel who can meet the responsibilities and timeframes outlined in this RFP and as required by CMS. The Contractor's project staff shall, at all times, be knowledgeable and fully informed about the requirements, deliverables and status of the various projects required under the RFP, as well as changes in Medicaid and CHPlus eligibility policies and procedures. It is required that the Contractor's key project staff will hold the following types of positions:

- Management Staff;
- Supervisory staff;
- Review staff; and
- Analytical/Technical staff

The Contractor's management staff will report to and act as the primary liaisons to the Department coordinators overseeing the functions outlined in this RFP. The Contractor must ensure that the number of management staff proposed in the staffing plan is sufficient to fully supervise and be

knowledgeable about all aspects of the projects outlined in this RFP, yet limited to ensure that information is transmitted to the Department coordinators in the most efficient and streamlined manner. A chart outlining the anticipated qualifications, preferred experience, and general work activities for each of the staff listed above is provided as Attachment 1.

The Department must be notified in writing, reasonably in advance, if the Contractor proposes to replace any key project staff. All replacement personnel must be fully qualified for the position. The notice must include the name of the individual being replaced, an explanation for the change, the name of the new individual replacing, and a copy of the new individual's resume and/or summary of credentials.

The Department reserves the right to approve initial assignments, as well as any proposed reassignment or replacement of any key project staff. The Department also reserves the right to request the removal of any of the Contractor's project staff if the individual is found, in the judgment of the Department, to be unacceptable based on a justifiable, good-faith reason. The Department's request must be in writing and provide a detailed explanation for the removal.

3. Training and Assistance

The Contractor shall employ and train project staff necessary to conduct and complete all aspects of the review components and requirements outlined in this RFP. The Contractor must ensure that staff is adequately trained to address program, process and policy changes on an ongoing basis.

The Contractor must permit the Department access to records relating to such training and, if requested, permit Department staff to attend and monitor trainings provided to project staff.

The Department may assist in providing and/or coordinating a portion of the initial and ongoing training of the Contractor's project staff. It is expected that the Department will provide assistance with the following trainings:

- A multi-day basic Facilitated Enrollment course that encompasses Medicaid and CHPlus eligibility criteria;
- Specialized Medicaid training, such as Chronic Care, Citizenship/Immigration, and Resource File Integration;
- Other specialized training, such as calculating self-employment income for Medicaid and CHIP;
- Instruction for using NYS' electronic enrollment and eligibility systems;
- Practical experiences conducting CHPlus and Medicaid audits; and
- Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) requirements.

The Department will also provide the successful bidder with access to the State's most current manuals, administrative memorandums and other policy related materials. Furthermore, the Department will provide a designated program specialist for the Contractor's project management staff to seek policy clarification and guidance. As needed, such interactions will be coordinated through the Department's project coordinators. Additionally, the Department reserves the right to attend such meetings for monitoring purposes.

4. Confidentiality and Security of Files

The Contractor must maintain client confidentiality and ensure no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to this project. The Contractor must ensure that all project staff adheres to such policies and processes, including all federal and state requirements governing the confidentiality and privacy of information.

The Contractor must develop a process to securely store, at all stages of the project, hardcopy and electronic project information and work products that contain confidential data until turned over to the Department or at the end of the contract.

The Department shall be the owner of all work papers, case files and any project data generated during the reviews.

5. Quality Control and Assurance

The Contractor must ensure that key project staff review relevant information and evaluate issues before data, questions or work product(s) are submitted to the Department coordinators to ensure that such information is accurate, clear and concise. This includes, but is not limited to, the following actions:

- Checking charts, tables and numerical calculations to ensure that work products do not contain mathematical or statistical errors;
- Reviewing reports and other written material to ensure that they are correct in grammar, spelling and punctuation;
- Verifying that reports and review tools reflect all applicable policies and guidance materials;
- Thoroughly researching and collecting information to facilitate the discussion of complex or potentially problematic issues with Department coordinators;
- Providing clear and concise discussion points (written and verbal) which indicate that all relevant information has been included and that irrelevant information was examined and appropriately filtered out; and
- Recommending viable solutions or alternative courses of action when unforeseen issues arise.

Furthermore, the Contractor must also take steps to implement a fully functional quality control and assurance system that ensures the timeliness, accuracy and quality of each case file review, as well as the entry of data into the CMS required or internal database(s). For example, such steps may include, but are not limited to:

- Conducting an initial assessment of case files for missing/inadequate information or documentation. In such instances, the Contractor must promptly notify the sender and re-request such information/documentation. If needed, the Contractor will continue to regularly follow-up with the sender until it has been reasonably determined that the information or documentation is not available for submission;
- Implementing a process by which, at a minimum, a secondary review is conducted on all sampled cases to ensure accuracy of the assessment made by the first reviewer. The first and secondary review of any case file shall not be conducted by the same individual; and
- Ensuring that all issues, questions and case assessments are reviewed by at least one member of the Contractor's management staff. This is to ensure that issues, questions and case assessments are thoroughly researched by the Contractor prior to being discussed with any Department staff, including technical or program specialists.

Additionally, the Department reserves the right to conduct its own quality assurance reviews of all or a portion of the cases considered correct or in error by the Contractor's project staff. Ultimately, Department staff is required to attest to the accuracy of the findings reported; therefore, such reviews are needed to obtain adequate confidence. The Department will share the results of these reviews with the Contractor's project management staff. Additionally, the Department reserves the right to have the Contractor sign a similar attestation as to the accuracy of the findings reported.

6. Reporting and Tracking Requirements

The Contractor shall ensure that the Department is timely notified of any programmatic, operational and system issues and/or potential problems that could reasonably affect the quality or timeliness of the Contractor's performance in any way. Such notification shall include a description of the issue(s), steps already taken to resolve, and other steps proposed to be taken.

The Contractor shall also submit all required reports, including internal reports and federal reports, in a timely manner. Such reports must be fully supported by work papers that are:

- Neat, organized and accurate;
- Signed and dated by all reviewers; and

- Contain sufficient detail so as to allow a conclusion to be drawn without oral explanation and/or clarification being required by one of the reviewers.

The Contractor will also be responsible for submitting timely analyses and status reports to the Department's coordination staff for each of the project types outlined in Section C.7.1 and C.7.2. The format and schedule of such analyses and reports shall be determined by the Department, with input from the Contractor, on an ongoing basis to ensure that regular and ad hoc reporting needs are met throughout the duration of the project.

It is required that the Contractor develop an electronic tracking system that effectively tracks and monitors, at the case level, the status for each of the projects types outlined in Section C.7.1 and C.7.2. The tracking system must include all actions taken on each individual case to ensure consistency and to establish an adequate electronic audit trail for each case.

In addition, it is required that the Contractor incorporate ample data from the case file and the review process into the tracking system to enable Contractor and Department staff to conduct thorough analyses and develop viable recommendations for program improvement that will aid in the corrective action planning and implementation processes and improve the efficiency of future reviews. All data extracts and reports generated from the tracking system that are forwarded to the Department must utilize software that is compatible with the Department's computer systems (i.e., standard Microsoft Office applications).

7. Detailed Project Area Specifications

7.1 Payment Error Rate Measurement for CHIP & Medicaid

CMS requires individual states to carry out the eligibility review component of PERM. New York State is required to undergo a review in FFY 2011 and every third year thereafter (e.g., FFY 2014).

The review work is based on payments made during a particular federal year (e.g., October 1, 2010 to September 30, 2011 for FFY 2011). However, it takes approximately 18 months after the end of the federal year to fully complete all review cycle activities, including corrective action planning, implementation and status reporting. The contractor will be responsible for the FFY 2011 and FFY 2014 PERM reviews.

The Contractor will be responsible for ensuring that all aspects of the eligibility reviews mandated under PERM are completed in accordance with CMS specifications and timelines. Should CMS, or its national contractors, modify specifications or timelines during the course of this Contract; the Contractor will be responsible for timely modification as appropriate for continued compliance. The Contractor will be responsible for monitoring the CMS website and regular conference calls for any such changes.

Review activities required to be performed by the successful bidder include, but are not limited to:

- ***Collaborating with Department staff to develop and draft a sampling plan for submission to CMS.*** The Contractor shall develop a sampling plan based on the most recent federal requirements taking into consideration New York's Medicaid and CHIP programs and any correspondence from CMS directing NYS to incorporate specific provisions;
- ***Working with the Department's information technology staff to develop programming criteria consistent with the universe selection criteria and the approved sampling plan.*** The Contractor shall work with the Department's systems staff to generate the samples detailed in the approved sampling plan;
- ***Reviewing the monthly universes and samples for accuracy.*** The Contractor shall review the samples transmitted from the system staff to assure that the sampling plan requirements were adhered to and the sample meets the federal requirements;
- ***Requesting case files from the appropriate districts and health plans.*** The Contractor shall request a contact person from each of the LDSS offices for Medicaid and health plans for CHPlus. Sort the samples by LDSS and by health plan and transmit the sample to the appropriate contact. Follow up with the contacts to ensure that all available data that is required for the review is submitted;
- ***Requesting and routinely following up on additional information, as necessary, from appropriate sources (e.g., district, health plan, household, and/or employer).*** If all required information to determine eligibility is not supplied in the case file received from the LDSS office or health plan, the Contractor shall reach out to other allowable sources to obtain the missing information. It is expected that the Contractor will take more than the minimum required steps to resolve such cases;
- ***Reviewing case files and electronic systems data to determine appropriateness of eligibility determination.*** The Contractor shall conduct eligibility reviews for the cases in the sample using documentation received from the LDSS or CHPlus contact, other allowed sources or electronic data files;
- ***Forwarding suspected cases of fraud.*** The Contractor shall forward suspected cases of fraud to the Department for further review and action if appropriate;
- ***Obtaining corresponding payment data.*** The Contractor shall request the payment information for the sample cases from OMIG, or another designated source;

- ***Timely reporting of results in accordance with CMS procedures.*** The Contractor shall complete all CMS reporting requirements on a timely basis in the prescribed format;
- ***Timely analysis and reporting of results to Department coordinators.*** The Contractor shall complete all internal analyses and reports on a timely basis in the prescribed format; and
- ***Collaborating with Department program staff to develop and execute a corrective action plan.*** The Contractor shall develop and execute, in whole or in part, a corrective action plan that complies with the format and timeframes prescribed by CMS and the Department.

It is also required that the Contractor track and analyze results on an ongoing basis. This includes providing standardized and ad hoc progress reports to the Department in a format and frequency to be determined by Department staff. The successful bidder will also be expected to note, track and analyze observations identified during the review. Observations include instances when the eligibility of the individual is not affected, but the LDSS office or CHPlus health plan failed to follow administrative procedures.

If requested by the Department, it is also required that the successful bidder will:

- Participate in all PERM cycle calls;
- Comment on PERM regulations, procedures and processes;
- Provide data or feedback to the Department in response to information and materials forwarded from various workgroups, including the PERM Technical Advisory Group (TAG);
- Assist the Department in providing information and data requested by the federal contractors as part of the FFS and managed care claim reviews; and
- Assist the Department in complying with any audits or reviews conducted by CMS, or their designee, of any work conducted pursuant to this RFP.

7.2 Medicaid Eligibility Quality Control

The Department currently operates a waiver MEQC program, as approved under a section 1115 demonstration. This provides the Department with the flexibility to review a targeted Medicaid population, rather than a sample of all applicants and enrollees, in order to reduce errors and improve program administration in that particular area. Each year, a review plan is submitted for CMS approval. The plan identifies

the targeted population and describes the scope of the review project. Typically, each review includes an examination of 600 - 900 individual cases. This ensures that an equivalent level of effort is maintained to that which was performed under the traditional MEQC process.

Under the contract, the Contractor is expected to complete seven MEQC review projects (i.e., the 2009 – 2015 MEQC review projects). The Contractor is expected to complete the 2009 and 2010 MEQC review projects by the end of contract year 1, and the 2011 and 2012 MEQC review projects by the end of contract year 2. The Contractor must complete each subsequent MEQC review project by the end of the corresponding calendar year (e.g., the 2013 MEQC review project should be conducted and reported no later than December 31, 2013). In years when multiple reviews must be completed, the Contractor does not have to complete one review project prior to starting another.

MEQC review activities are similar to those required by the PERM project and described in Section 7.1 of the RFP. Please refer to that section for details. Steps required to be performed include, but may not be limited to:

- Working with Department program staff to identify a viable target population to review;
- Collaborating with Department program staff to develop and draft a sampling plan for submission to CMS;
- Working with internal information technology staff to develop programming criteria that is consistent with the universe selection criteria and the approved sampling plan;
- Reviewing the universe and sample for accuracy;
- Requesting case files from the appropriate districts;
- Reviewing case files and electronic systems data to determine appropriateness of eligibility determination;
- Forwarding suspected cases of fraud;
- Tracking and analyzing results;
- Drafting a written report for review, comment and acceptance by the Department that will be submitted to CMS; and
- Collaborating with Department program staff to develop and execute a corrective action plan.

7.3 Other Program Integrity Services

On an annual basis, the Department is required to review CHPlus eligibility determination and recertification procedures used by the health

plans that have a contractual relationship with the Department. Additionally, the Department conducts reviews of the LDSS offices to ensure compliance with federal and state laws, regulations, requirements and policies for Medicaid. Department staff may also participate in or conduct other program integrity functions, as needed.

Three full-time staff is needed to assist the Department in performing these reviews. Primary review activities will include:

- Conducting desk reviews prior to audits;
- Conducting on-site reviews;
- Compiling the results; and
- Providing input to the draft audit papers.

The staff assigned to this project component will be required to travel within New York State to conduct various on-site reviews. Travel typically encompasses a consecutive five day, four night trip (i.e., Monday through Friday). In aggregate, it is expected that 30 trips will be required per calendar year (i.e., on average, 10 per person). An individual assigned to this project component will not be expected to travel two weeks in a row. The Contractor will be required to pay for all travel expenses incurred by this staff.

Contract staff assigned to this project component will be provided with State office space in Albany, New York, as well as any equipment and supplies deemed necessary by the Department to carry out the functions outlined above. This staff will also have access to any Department assisted training and assistance outlined in Section C.3 of this RFP.

The individuals assigned to this project component will be directly supervised and managed by Department staff on a daily basis to carry out the required tasks. The Contractor shall ensure that this project component is staffed with experienced and knowledgeable personnel. Anticipated minimum qualifications and preferred experience can be found on page 3 of Attachment 1. The Department reserves the right to request the removal of any of the Contractor's project staff assigned to this component if the individual is found, in the judgment of the Department, to be unacceptable based on a justifiable, good-faith reason. The Department's request must be in writing and provide a detailed explanation for the removal.

8. Transition Plan

It is required that all of the review work for the projects outlined in this RFP be completed by the Contractor prior to December 31, 2015. However, a transition period of up to six months has been built in to the contract time frame as a safeguard. It is likely that this period will ultimately be shorter than

that amount of time. It is anticipated that adequate, yet minimum, staffing and resources will be allocated to conduct any activities needed to successfully transition any documents, reports, files, activities and responsibilities to the Department and/or its designee to ensure that work continues uninterrupted if and when a subsequent contract is awarded.

D. PROPOSAL REQUIREMENTS

1. Overview

This section provides directions for preparing proposals in response to this RFP. Bidders are responsible for carefully reading the RFP and responding to all requests for information. Proposals that fail to conform to the specified format, as well as those that do not include all required information, may be considered non-responsive, at the Department's sole discretion. As a result, the Department may reject such proposals.

2. General Submission Requirements

Proposals may be delivered in person, by mail or via private carrier to the procurement officer specified in Section F of this RFP. Proposals will not be accepted via fax or email. Proposals submitted in response to this RFP are due by the day and the time specified in Section F herein. Each proposal should be signed by an official authorized to bind the bidder to the provisions contained therein.

Bidders are to presume that the contract will begin on January 1, 2011 for the purposes of completing any of the summaries, worksheets, schedules and other documents provided as attachments to this RFP.

No financial or cost information is allowed in the Technical Proposal. The bidder's proposal should be submitted as two separately sealed volumes. Volume I should contain the bidder's technical proposal and Volume II should contain the bidder's cost proposal. Compliance with this provision will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

3. Technical Proposal

Bidders are to develop and include in their proposal a plan for implementing the review activities and data responsibilities as set forth in the RFP. The proposal should address all aspects of the Project Specifications. Additionally, it should reflect a solid understanding of the scope and purpose of the various review activities and tasks required under the contract.

To promote uniformity of preparation and to facilitate review, technical proposals should include the following information, in the order prescribed below, and comply with the following general format requirements. The

Department discourages overly lengthy proposals; hence proposals should be direct, clear, and concise.

The Technical Proposal should include, at a minimum, the following six components:

1. Transmittal Letter;
2. Table of Contents;
3. Executive Summary;
4. Corporate Experience and Capacity;
5. Staff Qualifications; and
6. Proposed Approach.

The Technical Proposal (including all copies thereof) should meet the following general format requirements:

- Use letter size paper (8.5 x 11 inch), double sided text;
- All margins should be a minimum of one inch;
- Font type for narrative information should be a minimum of 12 point;
- Submit in three (3) ring binders;
- Use tab dividers for each section of the proposal; and
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents.

The Technical Proposal should be submitted separately from the Cost Proposal. The outside of the Technical Proposal package should be clearly labeled in bold “***Eligibility Verification RFP – Technical Proposal***”.

3.1 Transmittal Letter

Do not include any information regarding the cost of the proposal in the Transmittal Letter. The Transmittal Letter should be submitted on the official business letterhead and signed in ink by an official of the bidding organization. The signatory should be authorized to bind the organization to the provisions of the RFP and Proposal. A template for the Transmittal Letter is provided in Attachment 2. The Transmittal Letter may be single-spaced.

The Transmittal Letter will be evaluated as part of the Compliance Evaluation screening. Failure to comply may result in disqualification of the vendor from consideration for award. The Transmittal Letter should include:

1. The Bidder's complete name and address, including the name, mailing address, email address, fax number and telephone number for both the authorized signatory and the person the Department should contact regarding the proposal;
2. A statement indicating the legal structure of the entity submitting the offer;
3. A statement that the bidder accepts the contract terms and conditions contained in this RFP including any exhibits and attachments;
4. A statement confirming that the bidder has received and acknowledged all Department amendments to the RFP, as may be amended;
5. A statement confirming that the bidder is either registered to do business in New York State, or if formed or incorporated in another jurisdiction than New York State, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department;
6. A statement that the bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department;
7. A statement that the proposal of the bidder will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals;
8. A statement in which (i) the bidder has disclosed any potential conflict of interest, including but not limited to, all business, financial, or beneficial relationships or interests in any local departments of Social Services offices, and/or all business. financial, beneficial and/or ownership interests in any managed care plans and/or health insurance programs operating in New York State. In cases where such a relationship(s) and/or interest(s) exists, (ii) the bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this RFP will be avoided, and (iii) the bidder guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited to sections 73 and 74, with regard to ethical standards applicable to State employees. If there is no conflict(s) of interest, so indicate,
9. If a proposal is submitted which proposes to utilize the services of a subcontractor(s), the bidder should provide, in an appendix to the Transmittal Letter, a subcontractor summary for each listed

The summary document should contain the following information:

- a. Complete name of the subcontractor;
 - b. Complete address of the subcontractor;
 - c. Type of work the subcontractor will be performing;
 - d. Percentage of work the subcontractor will be providing;
 - e. Evidence that the subcontractor is authorized to do business in the State of New York, and is authorized to provide the applicable goods or services in the State of New York;
 - f. A general description of the scope of work to be performed by the subcontractor; and
 - g. The subcontractor's assertion that it does not discriminate in its employment practices with regards to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
10. A statement that the bidder has experience conducting and/or verifying eligibility determinations in at least one state for either Medicaid or CHIP during the past five years. Bidders must also have experience analyzing and reporting the results of such reviews and/or verifications.
11. A statement confirming that the bidder will locate its physical plant and key project staff in a single location within twelve (12) miles of the Capitol building in Albany, New York.

Failure to comply with these provisions may result in disqualification from the procurement process, withdrawal of a proposed contract award, and criminal proceedings as may be required by law.

3.2 Table of Contents

The Table of Contents should contain beginning page numbers for each section and subsection of the proposal.

3.3 Executive Summary

Do not include any cost information in this section of the proposal. The Executive Summary should condense and highlight the contents of the bidder's Technical Proposal in such a way to provide the Department with a broad understanding of the entire Technical Proposal. In addition, the Executive Summary should summarize the bidder's understanding of the various review components and required processes.

The Executive Summary should include a clear and concise summary of the proposed approach to the Project Specifications and staffing structure, as well as the Contractor's past experience conducting relevant projects. The Executive Summary should generally describe the capabilities and planned roles of any proposed subcontractor(s).

3.4 Corporate Experience and Capacity

Do not include any cost information in this section of the proposal. Bidders must have experience conducting and/or verifying eligibility determinations in at least one state for either Medicaid or CHIP during the past five years. Bidders must also have experience analyzing and reporting the results of such reviews and/or verifications. It is preferred that the bidder also have experience in conducting PERM eligibility reviews for at least one other state.

The bidder should provide suitable evidence that the bidding entity has the organizational experience and the capacity to provide the services requested by submitting relevant information on past projects. Project descriptions should include the client name, contact person and phone number, contract start and completion dates, description of the services provided (e.g., review type, project size, goals, scope, and level of effort) and a description of project components that are similar to the services defined in this RFP. Bidders should describe how their relevant experience with Medicaid and CHIP in other states is applicable to the program requirements in NYS. The bidder should provide a listing and description of all projects taking place within the past five years that involved one or more of the project's major components.

The bidder should identify all subcontractors that it intends to use in fulfilling the requirements of this project and relevant experience of each. The subcontractor(s)' role and experience should be clearly defined and described. The bidder should submit a letter from each planned major subcontractor stating their commitment to participate in the project described in this RFP, and their understanding of what their responsibilities will be in relation to this project.

Proposals should include at least one, but no more than three business references that demonstrate the bidder's experience in the past five years in the areas for which services are being offered. Each reference should include the name, address and phone number of the client organization and of the responsible project manager at the client organization. These references should all be relevant to projects undertaken in the last five years. Each reference should include a brief description of the services performed by the bidder. Each reference must also satisfy the Lobbying Statute as stated in Section F.13.

The bidder should include the staff turnover rate by level of staff for the past two years.

3.5 Staffing Plan and Qualifications

Do not include any cost or salary information in this section of the proposal. The bidder's proposal should provide the Department with an organization chart depicting:

- The names of key management personnel, if known;
- All cross-cutting functional units of the project;
- Numbers and types of staff for each functional unit;
- Lines of authority governing the interaction of staff; and
- Relationships with subcontractors, if applicable.

The Contractor shall supply the Department with an updated version on an annual basis, or upon request by the Department.

The Contractor should also complete and submit, for each of the contract years, a Proposed Staffing Level Worksheet. The required format is provided in Attachments 3 through 8. Submission of these documents will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

Additionally, the bidder should:

- Submit information demonstrating organizational, corporate and staff qualifications to provide services as defined by this RFP. This should include a narrative description and organizational charts, including proposed staffing levels with titles by each project component. The bidder should ensure that ample staffing levels are maintained to appropriately perform the activities and tasks described in this RFP;
- Describe the bidder's proposed staffing arrangement by project component, including supervisor to staff ratios. The bidder should submit resumes of all known management staff, and include job descriptions and qualifications for each staff position. This information should describe the known proposed staff's knowledge of New York's Medicaid and CHPlus programs;
- Provide a proposed training strategy for educating and re-educating new and existing staff that recognizes the level of complexity that exists within the program policies, rules and regulations;

- Describe how a policy and procedure manual will be maintained, what staff shall maintain the manual, how the manual will be made available to staff, and how changes to the manual will be made available to staff; Describe the bidder's availability to meet with the Department on an as needed basis;
- Describe bidder's recruitment plan for ensuring ideal staffing levels;
- Describe how you will retain staff and avoid turnover; and
- Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to provide the requested services.

3.6 Proposed Approach

Do not include any cost information in this section of the proposal.

The bidder's proposed approach should successfully address and respond to each of the components included in Section C, Project Specifications. This section should explain in detail the bidder's specific approach to managing and performing the required tasks and activities for each of the project areas. As appropriate, the proposed approach should thoroughly describe how the bidder's past experiences and lessons learned will be applied to the projects outlined in this RFP.

The bidder's proposed approach should include comprehensive work plan(s) and timeline(s) that clearly describe and illustrate when and how milestones activities will be completed. Furthermore, all work plans should also include a detailed description for each activity or step the bidder plans to take to complete the projects described in this RFP. The bidder should ensure that the proposed approach includes activities or steps from the entire review process, including preliminary and start-up work; actual case file requests and reviews; checking and analyzing the results; and summarizing and reporting the information. Critical steps include, but are not limited to those described in Section C, *Project Specifications*.

The contractor should also describe the proposed computer and data system(s) to be used, including hardware and software used for each project area.

Bidders will be scored based on thoroughness and responsiveness of the plans they submit. If necessary, the Department may request minor modifications to the Contractor's work plans prior to the start of and/or during the contract to ensure that all project requirements are fully being met.

4. Cost Proposal

The bidder should submit a Cost Proposal separate from the Technical Proposal. The Cost Proposal should be submitted in a sealed package and should be clearly labeled in bold "**Eligibility Verification RFP – Cost Proposal**". In addition, the Cost Proposal (including all copies thereof) should meet the following general format requirements:

- Use letter size paper (8.5 x 11 inch), double sided text;
- Font type for narrative information should be a minimum of 12 point;
- Submit in three (3) ring binders;
- Use tab dividers for each section of the proposal; and
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents.

Cost Proposals should be accurate, clear and concise. The Department reserves the right to reject any bid with discrepancies in the Cost Proposal.

4.1 Bid Form

Attachment 10 contains the *Bid Form* that should be submitted in response to this RFP. Compliance with this provision will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

4.2 Bid Summary

The bidder must submit a *Bid Summary*, which will be used to score the bidder's cost proposal. Compliance with this provision will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award. The required format is provided in Attachment 11 and must include the Contractor's:

- Administrative Fee;
- Review Fee, including a breakdown by component;
- Transition Fee; and
- Total Contract Bid.

The administrative fee can not be more than 20% of the total bid cost. The Administrative Fee is an all inclusive amount which includes pricing elements such as rent, utilities, insurance, equipment, supplies, materials, postage, travel, indirect allocations and/or mark-up.

The review fee should be based on the bidder's estimated costs to adequately and successfully staff all the project components (i.e., salary and fringe benefits).

The transition fee should reflect adequate, yet minimum, staff and resources to conduct any activities needed to successfully transition any documents, reports, files, activities and responsibilities to the Department and/or its designee to ensure that work continues uninterrupted if and when a subsequent contract is awarded. This is the only fee that will be paid for the Transition Period.

Please note that the Department will not accept contingent bids. Bidders must not add a 'bidder assumption' section to the proposal or state that their price is contingent upon certain events or actions.

4.3 Additional Pricing and Payment Information

Pricing Worksheets and Payment Schedules

The bidder should also complete and submit four separate Pricing Worksheets and Payment Schedules, which properly reflect the provisions outlined above in Section 4.2 and below in Section F.6. The required formats for the four worksheets and schedules are provided in Attachments 12 through 15, and are listed below:

- Administrative Fee (Attachment 12);
- Review Fee: PERM (Attachment 13);
- Review Fee: MEQC (Attachment 14); and
- Review Fee: Other Program Integrity Services (Attachment 15).

If the bidder is proposing to use the services of a subcontractor, the associated fees should be reflected in the appropriate pricing elements under the administrative fee and/or review fee components.

Estimated Average Salary and Fringe Benefits Worksheets

The bidder should also complete and submit an *Estimated Average Salary and Fringe Benefits Worksheet* for contract years 1 through 5. The required formats are provided in Attachments 16 through 20.

Narratives

The bidder should provide detailed narratives to accompany each of the worksheets discussed above (i.e., Attachments 12 through 20). The bidder should also submit a narrative that explains the pricing components reflected in the transition fee. Narratives should be clear and concise, and provide a greater level of detail than the worksheets.

Submission of these documents and information will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

4.4 Company's Financial Capacity and Stability

Bidders should provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder should include independently audited financial statements (not annual reports) for the last three full years of operations, even if they are proprietary in nature. If they are proprietary, indicate this in your bid.

If a bidder is not required to have audits performed, a statement to that effect should be included with the cost proposal. If a bidder is not required to have independent audits performed, other evidence of financial ability to perform this project should be included. At a minimum, this should include a Comprehensive Dunn and Bradstreet Report and the last three full years of internal financial statements.

In addition, the information as described above should be submitted for major subcontractors. If the bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the bidder should include the same financial information for each proposed subcontractor as is required in this section for the bidder.

4.5 Vendor Responsibility Attestation

The Vendor Responsibility Attestation (Attachment 21) should be completed and included in the Cost Proposal.

This document is explained in detail in Section F.11. Submission of this document will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

4.6 Minority/Women Business Enterprise (M/WBE)

The Cost Proposal should include Minority/Women Business Enterprise (M/WBE) procurement forms or evidence of certified M/WBE status (Attachment 22).

These documents are explained in detail in F.18. Submission of these documents will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

E. METHOD OF AWARD

The Department will establish separate technical and cost evaluation committees and conduct a comprehensive and impartial evaluation of all proposals submitted. It is expected that the evaluation committee will be comprised of State staff that work for or in conjunction with the Department. The Department may designate other individuals to serve as staff to the committee and to provide assistance in the evaluation process.

At the discretion of the Department, all bids may be rejected. The technical and cost proposals will be evaluated separately. The results of the technical and cost evaluations will be weighted and combined for purposes of awarding contracts. The weighting will be as follows: 70% of the total points allowed for the technical proposal, and 30% of the total points allowed for the cost proposal.

The specific evaluation process will include a:

- Compliance Evaluation;
- Comprehensive Technical Proposal Evaluation;
- Cost Proposal Evaluation; and
- A Final Selection and Contract Award.

1. Compliance Evaluation

The Department will check each proposal to determine if the following minimum requirements were successfully met:

- The technical proposal is submitted prior to required deadline; and
- The cost proposal, which includes a complete Bid Summary (Attachment 11), is submitted prior to required deadline.

In addition, the Department will also check for submission of these documents:

- Signed *Transmittal Letter*, including required statements/assurances;
- A complete *Proposed Staffing Level Worksheet* for each contract year (Attachments 3-8);
- A complete *Bid Form* (Attachment 10);
- Additional pricing and payment information (Attachments 12-20);
- A complete *Vendor Responsibility Attestation* (Attachment 21); and
- A complete *M/WBE Utilization Plan* or evidence of certified M/WBE status (Attachment 22).

Proposals found to be incomplete or non-responsive may be disqualified. Only those proposals meeting these minimum requirements will qualify for the comprehensive technical and cost evaluation processes. The Department reserves the right to waive minor irregularities at its discretion or request clarification.

2. Comprehensive Technical Proposal Evaluation

The Department will conduct a comprehensive technical evaluation of the proposals that meet the provisions of the compliance evaluation. The Department will examine whether all critical elements described in the RFP have been addressed, the quality of meeting the requirements in each proposed area, the capabilities of the bidder, and any other aspect determined relevant by the Department.

The highest scoring technical proposal will received the maximum score of 70 points. Other bidders will receive a proportionate score according to the following formula: $t = (a/b) \times 70$ where a = technical score for proposal being scored, b = technical score of the highest scoring proposal, t = normalized technical proposal score for bidders being scored and 70 = the total technical points available.

3. Cost Proposal Evaluation

The Department will evaluate cost proposals for all bidders that meet the minimum requirements of the compliance evaluation. The evaluation team for the cost proposal evaluation will be comprised of different individuals than the technical proposal evaluation team.

The bidder with the lowest total bid will receive the maximum points (30) under "Proposed Cost". Other bidders will receive a proportional score using the following formula: $r = (n/z) \times 30$ where n = lowest total cost, z = total cost for bidder being scored, r = normalized cost score for bidder being scored and 30 = total cost points available.

4. Final Selection and Contract Award

At the conclusion of the evaluation of the technical and cost proposals the Department will identify the bidder that reflects the "best value" to the Department. Best value is defined as the basis for awarding contracts for services to the offeror, which optimizes quality, cost and efficiency among responsive and responsible offerors.

In the event of a tie, the determining factor(s) for award, in the following order of importance, will be:

1. Lowest cost;
2. Minority/Women-owned Business Enterprise (M/WBE) utilization;

3. Past experience; and
4. References.

5. Notification of Award

After evaluation and selection of the vendor, all bidders will be notified in writing of the selection or non selection of their proposals. The name of the successful bidder will be disclosed. Press releases pertaining to this project shall not be made without prior written approval by the State and then only in conjunction with the issuing office.

F. ADMINISTRATIVE ISSUES

1. Issuing Agency

This RFP is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

2. Inquiries

Any questions concerning this solicitation must be directed to:

Mr. Joseph Zeccolo
New York State Department of Health
Office of Health Insurance Programs
Empire State Plaza
Corning Tower, Room 2019
Albany, NY 12237
Phone: 518-486-6830
Email: jxz02@health.state.ny.us

To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFP.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of a proposal.

This RFP is posted on the Department of Health's website at <http://www.nyhealth.gov/funding>. Questions and answers, as well as any updates or modifications, will also be posted on the Department's website at <http://www.nyhealth.gov/funding>. All such updates will be posted on or about the date identified on the cover sheet of this RFP. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above. There will not be a bidder's conference in conjunction with this RFP.

3. Submission of Proposals

Interested bidders should submit one original and ten bound copies in hardcopy format (11 complete sets in all). The bidder should also submit an electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only. The 11 hardcopy sets and CD of the technical proposal should be packaged, labeled and sealed separately from the 11 hardcopy sets and CD of the cost proposal. If practical, the separate technical and cost packages should be mailed as one parcel.

No electronic or email submissions will be accepted. All copies must be received by the Department of Health no later than 3:00 p.m. (Eastern Time) by the date specified on the cover sheet of this RFP. In case of any discrepancy between the electronic and the hard copy documents the hard copy shall supersede.

The responses to this RFP should be clearly labeled ***“Eligibility Verification RFP – Proposal Submission”*** and directed to:

Mr. Joseph Zeccolo
New York State Department of Health
Office of Health Insurance Programs
Empire State Plaza
Corning Tower, Room 2019
Albany, NY 12237

It is the responsibility of the bidder to see that complete copies of the proposal are delivered to Room 2019 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 2019 will not be considered.

Technical Proposal

The Technical Proposal should include a Transmittal Letter with all required statements and assurances and is signed by an official of the bidding organization. A template letter is provided as Attachment 2 of this RFP.

In addition, the Technical Proposal should include a complete Proposed Staffing Level Worksheet for each contract year as provided in Attachments 3 through 8 of this RFP.

Cost Proposal

The Bid Form found in Attachment 10 of this RFP should be completed and included in the Cost Proposal. The Bid Form should list the responsible corporate officer for contract negotiation; and be signed by the responsible corporate officer.

The Bid Summary found in Attachment 11 of this RFP must be completed and included in the Cost Proposal.

In addition, the Additional Pricing and Payment Information found in Attachments 12 through 20 of this RFP should be completed and included with the Cost Proposal.

The Vendor Responsibility Attestation found in Attachment 21 of this RFP should be completed and included in the Cost Proposal. Subcontractors should complete the Vendor Responsibility Attestation if the subcontract will equal or exceed \$100,000 over the life of the contract.

The Cost Proposal should also include Minority/Women Business Enterprise (M/WBE) procurement forms or evidence of certified M/WBE status as provided in Attachment 22 of this RFP.

4. Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the proposal due date, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the proposal due date, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;

15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the proposal due date; and
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5. Public Information

Disclosure of information related to this procurement and the resulting contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL shall be clearly marked and identified as such by the contractor upon submission. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

6. Voucher Submission, Payment and Supporting Documentation

If awarded a contract, the Contractor shall submit invoices and/or vouchers to the State's designated payment office:

New York State Department of Health
Office of Health Insurance Programs,
Bureau of Information Management and Program Compliance
Empire State Plaza
Corning Tower Building - Room 1656
Attention: Eligibility Verification
Albany, New York 12237

Payment for invoices and/or vouchers submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>. Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Successful completion of any of the required activities under this contract shall be determined solely by the Department. The vouchering and payment schedule will be as follows:

Administrative Fee

- *Contract Year 1:* The Contractor shall submit vouchers on a quarterly basis. For the first quarter, the Contractor shall submit a voucher for 40 percent of the total approved Administrative Costs for Contract Year 1. For the remaining three quarters, the Contractor shall submit a voucher for 20 percent of the total approved Administrative Costs for Contract Year 1.
- *Contract Year 2 through 5:* The Contractor shall submit vouchers on a quarterly basis for 25 percent of the total approved Administrative Cost for that contract year.

Review Fee for PERM – CHIP 2011

- The Contractor shall submit a voucher for 25 percent of the approved PERM – CHIP 2011 fee once the Contractor has successfully completed all start-up activities (e.g., developed sampling plans, tracking systems, review worksheets and other related materials).
- The Contractor shall submit a voucher for 20 percent of the approved PERM – CHIP 2011 fee once the Contractor has successfully completed all reviews from the first six sample months of the PERM review period.
- The Contractor shall submit a voucher for 20 percent of the approved PERM – CHIP 2011 fee once the Contractor has successfully completed all reviews from the last six sample months of the PERM review period.

- The Contractor shall submit a voucher for 15 percent of the approved PERM – CHIP 2011 fee once the final review results are submitted according to all requirements (anticipated on or about July 1, 2012).
- The Contractor shall submit a voucher for 20 percent of the approved PERM – CHIP 2011 fee once the Contractor has successfully completed all analysis, reporting and corrective action plan activities.

Review Fee for PERM – CHIP 2014

- The Contractor shall submit vouchers according to a similar schedule as outlined above for Review Costs for PERM – CHIP 2011.

Review Fee for PERM – Medicaid 2011 and PERM – Medicaid 2014

- The Contractor shall submit vouchers according to the same limitations and schedules as outlined above for Review Costs for PERM – CHIP 2011 and Review Costs for PERM – CHIP 2014.

Review Fee for MEQC

- *Contract Year 1:* The Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed start-up activities (e.g., developed sampling plans, tracking systems, review worksheets and other related materials) for the 2009 MEQC review. Similarly, the Contractor shall submit a voucher for 12.5 percent of the Contractor's total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed start-up activities for the 2010 MEQC review.

The Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed all required 2009 MEQC reviews. Similarly, the Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed all required 2010 MEQC reviews.

The Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed all analysis, reporting and corrective action plan activities related to the 2009 MEQC review. Similarly, the Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 1 once the Contractor has successfully completed all analysis, reporting and corrective action plan activities related to the 2010 MEQC review.

- *Contract Year 2:* The Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed start-up activities (e.g., developed sampling plans, tracking systems, review worksheets and other related materials)

for the 2011 MEQC review. Similarly, the Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed start-up activities for the 2012 MEQC review.

The Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed all required 2011 MEQC reviews. Similarly, the Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed all required 2012 MEQC reviews.

The Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed all analysis, reporting and corrective action plan activities related to the 2011 MEQC review. Similarly, the Contractor shall submit a voucher for 12.5 percent of the total approved MEQC fee for Contract Year 2 once the Contractor has successfully completed all analysis, reporting and corrective action plan activities related to the 2012 MEQC review.

- *Contract Year 3 through 5:* The Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for that contract year once the Contractor has successfully completed start-up activities (e.g., developed sampling plans, tracking systems, review worksheets and other related materials) for the MEQC review required to be completed in that contract year.

The Contractor shall submit a voucher for 50 percent of the total approved MEQC fee for that contract year once the Contractor has successfully completed all required reviews for the MEQC review required to be completed in that contract year.

The Contractor shall submit a voucher for 25 percent of the total approved MEQC fee for that contract year once the Contractor has successfully completed all analysis, reporting and corrective action plan activities related to the MEQC review required to be completed in that contract year.

Review Fee for Other Program Integrity Services

- *Contract Year 1 through 5:* For each contract year, the Contractor shall submit vouchers on a quarterly basis. The quarterly amount shall be 25 percent of the total approved Other Program Integrity Services fee for that contract year.

Transition Fee

- The Contractor shall submit one voucher upon completion of all transition

work, activities and deliverables. In the event that the successful Contractor resulting from this RFP is also the successful bidder of a future RFP for similar projects, there will be no need for a transition period. As such, no vouchers shall be submitted by the Contractor, and no payments will be made to the Contractor, for Transition Plan activities.

For administrative fee related vouchers, the Contractor shall submit, in a format acceptable to the Department, supporting documentation that adequately describes the nature of the costs reflected on each voucher submitted to the Department. For review and transition fee related vouchers, the Contractor shall submit, in a format acceptable to the Department, supporting documentation detailing the nature of the costs reflected on the voucher, as well as documentation describing the major activities and deliverables completed by the Contractor.

In the event the contract is terminated early, the Department reserves the right to withhold 10% of the final voucher(s) for any reason until all requirements of the early termination transition plan are met.

7. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. Work can not begin until the OSC approves the agreement resulting from this RFP process.

It is anticipated that the Department will award a contract for a five and one half year period beginning January 1, 2011 and ending June 30, 2016. It is required that all review work and deliverables will be completed by the Contractor prior to December 31, 2015. An additional six month period is included to ensure that relevant information, data and work products are successfully transitioned to the State and/or Contractor that will be responsible for conducting future reviews in the project areas outlined in this RFP.

If the successful Contractor resulting from this RFP is also the successful bidder of a future RFP, there will be no need for a transition period. As such, no payments will be made to the Contractor for transition plan activities.

This agreement may be canceled at any time by the Department giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

8. Early Termination Transition Plan

If the contract is terminated early (i.e., prior to June 30, 2016), the bidder will work with the State to transition any documents, reports, files, activities, and responsibilities to the Department, or its designee, to maintain and continue these state and federally mandated requirements.

9. Debriefing

Once an award has been made, bidders may request a debriefing with regard to their proposal. Debriefings will be conducted in accordance with the State Finance Law. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

10. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

11. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 21).

12. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

Both of these forms are included as attachments 23 and 24 to this document.

13. Lobbying Statute

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

1. Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
2. Requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
3. Requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
4. Authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
5. Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
6. Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
7. Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
8. Modifies the governance of the New York State Commission on Public Integrity;
9. Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
10. Increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
11. Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

14. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, “Accessibility Web-based Information and Applications”, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

15. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private

information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

16. New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Both of these forms are included as attachments 25 and 26 to this document.

17. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

18. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the Department requires bidders to complete the M/WBE Utilization Plan (Attachment 22) and submit it with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan, or evidence of certified M/WBE status, may result in disqualification of the vendor from consideration for award.

19. Indemnification

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.
2. The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and the Department from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided however, that the Contractor shall not indemnify for the portion of any

claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

3. The Contractor shall indemnify, defend and hold the Department harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and cost which may be finally assessed against the Department in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party proprietary right in relation to the Products furnished or utilized, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute of claim arises relative to a real or anticipated infringement, the State may require the Contractor, at Contractor's sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner shall require.
4. The Contractor shall not be obligated to indemnify that portion of damages, expenses (including reasonable attorneys' fees), claims, judgment, liabilities, cost or other dispute based upon; i) Department's unauthorized modification or alteration of a Product; ii) Department's unauthorized use of the Product in combination with the products not furnished by the Contractor; iii) Department's unauthorized use in other than the specified operating conditions and environment.
5. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the obligation, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable, (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Department up to the dollar amount of the Contract Award. Time is of the essence in matters where the uses of any item(s) or part(s) thereof are enjoined.
6. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability under the Contract for direct damages shall be limited to two (2) times the dollar amount of the contract including any amendments. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records

(unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

7. Notwithstanding the foregoing or anything herein to the contrary, the Department will not consider any limitation of liability for personal injury or death, infringement, or damage to real or personal property, regardless of the nature of the damages sought for any such claim.
8. The Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, maintenance or demolition bond, or letter of credit, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.
9. The Department does not agree to any indemnification provisions that require the Department to indemnify or hold harmless the Contractor or third parties.

G. LIST OF APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
 - The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
 - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
 - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- APPENDIX G - Notices
- APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA)
- APPENDIX X - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

H. ATTACHMENTS

1. Summary of Staffing Needs
2. Transmittal Letter Template
3. Proposed Staffing Level Worksheet, Contract Year 1
4. Proposed Staffing Level Worksheet, Contract Year 2
5. Proposed Staffing Level Worksheet, Contract Year 3
6. Proposed Staffing Level Worksheet, Contract Year 4
7. Proposed Staffing Level Worksheet, Contract Year 5
8. Proposed Staffing Level Worksheet, Contract Year 6
9. No Bid Form
10. Bid Form
11. Bid Summary
12. Pricing Worksheet & Payment Schedule, Administrative Fee
13. Pricing Worksheet & Payment Schedule, Review Fee: PERM
14. Pricing Worksheet & Payment Schedule, Review Fee: MEQC
15. Pricing Worksheet & Payment Schedule, Review Fee: Other Program Integrity Services
16. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 1
17. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 2
18. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 3
19. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 4
20. Estimated Average Salary & Fringe Benefits Worksheet, Contract Year 5
21. Vendor Responsibility Attestation
22. M/WBE Procurement Forms
23. State Consultant Services Form A
24. State Consultant Services Form B
25. NYS Taxation and Finance Contractor Certification Form ST-220-TD
26. NYS Taxation and Finance Contractor Certification Form ST-220-CA
27. Appendix A – Standard Clauses for All New York State Contracts
28. Appendix D – General Specifications
29. Appendix G – Notices
30. Appendix H – Health Insurance Portability and Accountability Act (HIPAA)
31. Appendix X – Modification Agreement

Attachment 1

Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Job Description/Summary of Work Activities
Management Staff	<p>Qualifications:</p> <ul style="list-style-type: none"> • Bachelor degree; • At least ten years of demonstrated progressive work history, including five years in a supervisory capacity; • Experience managing or conducting program audits or reviews; • Strong analytical, written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; and • Proficient in the use of standard office technology and basic Microsoft applications. <p>Preferred Experience:</p> <ul style="list-style-type: none"> • Experience conducting or managing PERM eligibility reviews for another state; • Experience with or knowledge of New York State public health insurance programs (e.g., CHPlus, Medicaid, FHPlus, PCAP); • Bachelor or Master degree in auditing/accounting, business, public administration, economics, management, or field closely related to public health care; and • Professional certification (e.g., Certified Internal Auditor, Certified Public Accountant, or Certified Information Systems Auditor). 	<p>Management staff will report to and act as the primary liaisons to the Department's project coordinators. Furthermore, this staff will ensure that all aspects of the project components included in the RFP are successfully and efficiently managed and completed. Therefore, the knowledge, skills and abilities of an individual management staff member must effectively complement those of the rest of the team, as well as the activities of the assigned functional or program area. General work activities may include, but are not limited to:</p> <ul style="list-style-type: none"> • Performing critical analysis of work products to ensure that they are clear, concise and accurate prior to transmission; • Ensuring that project requirements are identified and effectively communicated to all project staff; • Overseeing all the Contractor's project related processes to ensure that objectives are being met timely and consistently; • Evaluating staff activities and progress to ensure that resources are being used effectively; • Designing, implementing, maintaining and evaluating quality control and assurance procedures; • Examining review work papers, tracking databases and reports to verify information and ensure accuracy; • Assessing needs and making recommendations for on-going and refresher training; • Thoroughly researching and collecting all pertinent information needed to facilitate the discussion and resolution of issues and questions; • Reviewing letters and reports to ensure that they are correct in grammar, spelling and punctuation; and • Establishing and maintaining effective relationships with project manager(s) and other Department staff, as well as with staff from other organizations and with household members.

Attachment 1

Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Job Description/Summary of Work Activities
Supervisory Staff	<p>Qualifications:</p> <ul style="list-style-type: none"> • At least five years of demonstrated progressive work history, including two years in a supervisory capacity; • Experience managing or conducting program audits or reviews; • Strong analytical, written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; and • Proficient in the use of standard office technology and basic Microsoft applications. <p>Preferred Experience:</p> <ul style="list-style-type: none"> • Experience conducting or managing PERM eligibility reviews for another state; • Experience with or knowledge of New York State public health insurance programs (e.g., CHPlus, Medicaid, FHPlus, PCAP); • Associate, Bachelor or Master degree in auditing/accounting, business, public administration, economics, management, or field closely related to public health care; and • Professional certification (e.g., Certified Internal Auditor, Certified Public Accountant, or Certified Information Systems Auditor). 	<p>It is expected that supervisory staff will report to the project management staff, and will manage review, analytical and/or administrative staff, as needed. Supervisory staff will generally and primarily act as team leaders to ensure that accurate and consistent work products, information and assessments are made available to the project management staff for review in a timely manner. As appropriate, it is also expected that supervisory staff will act as primary liaisons to the designated contacts at the CHPlus health plans and/or Medicaid LDSS offices.</p> <p>It is expected that supervisory staff will become 'experts' in the program or functional areas they are assigned to oversee. General work activities may include, but are not limited to:</p> <ul style="list-style-type: none"> • Providing staff with guidance in handling complex programmatic or technical questions or issues; • Evaluating staff activities and progress to ensure that resources are being used effectively; • Forwarding viable review process and procedural recommendations for consideration by the Project Manager and/or Assistant Manager, as needed; • Examining review work papers, tracking databases and reports to verify information and ensure accuracy; • Assessing needs and making recommendations for on-going and refresher training; • Thoroughly researching and collecting all pertinent information needed to facilitate the discussion and resolution of issues and questions prior to raising to next level; • Drafting letters and reports to ensure that they are correct in grammar, spelling and punctuation; and • Establishing and maintaining effective relationships with superiors, subordinates and peers, as well as project contacts.

Attachment 1

Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Job Description/Summary of Work Activities
Review Staff	<p>Qualifications:</p> <ul style="list-style-type: none"> • At least two years of demonstrated progressive work history; • Strong analytical, written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; and • Proficient in the use of standard office technology and basic Microsoft applications. <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Experience with or knowledge of New York State public health insurance programs (e.g., CHPlus, Medicaid, FHPlus, PCAP); • Experience conducting program audits or reviews; • Associate, Bachelor or Master degree in auditing/accounting, business, public administration, economics, management, or field closely related to public health care; and • Professional certification (e.g., Certified Internal Auditor, Certified Public Accountant, or Certified Information Systems Auditor). 	<p>Review staff will report to assigned supervisor(s). It is expected that activities may include, but are not limited to:</p> <ul style="list-style-type: none"> • Conducting eligibility reviews in accordance with Federal and State standards; • Maintain clear and concise work papers to communicate the results of assigned case reviews; • Safeguard work papers and any confidential documentation; • Furnish requested information for timely use by managerial staff and Department staff; • Report timely all significant instances of missing and/or non-compliance and all significant cases of potential fraud that are found during or in connection with the review; • Refer significant issues needing further review work (e.g., policy clarification) to assigned supervisor; • Report findings, conclusions, recommendation, as well as corrective action plans/suggestions; • Establishing and maintaining effective relationships with superiors and peers, as well as project contacts; and • Review staff may also be required to provide assistance to DOH in other program review areas, as needed.

Attachment 1

Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Job Description/Summary of Work Activities
Analytical/Technical Staff	<p>Qualifications:</p> <ul style="list-style-type: none"> • Associate degree in a related field; • At least two years of demonstrated progressive work history; • Ample experience with data collection and analysis, in tabular and written form; • Experience with developing spreadsheets or other tracking systems to monitor and evaluate project results and progress; • Strong written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; and • Proficient in the use of standard office technology and basic Microsoft applications, including Excel. <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Experience with or knowledge of New York State public health insurance programs (e.g., CHPlus, Medicaid, FHPlus, PCAP); • Prior experience with conducting, analyzing or tracking program audits or reviews; and • Bachelor or Master degree. 	<p>These individuals will provide technical support to all project staff, including but not limited to developing and updating data systems needed to complete the project. It is also expected that activities may include, but are not limited to:</p> <ul style="list-style-type: none"> • Ensuring computer data files are accurate, complete and confidential; • Maintaining security provisions to protect computer equipment, program communication, and data from unauthorized access, modification and destruction; • Confirming the validity of information in data systems (e.g., samples, universes, and tracking databases); • Preparing and checking charts, tables and numerical calculations to ensure that work products do not contain mathematical or statistical errors; • Participating in developing required corrective action plans; • Monitoring the implementation of corrective actions; • Drafting internal procedural manuals for review by the Contractor's project staff and the Department's coordination staff; and • Establishing and maintaining effective relationships with team members.

Attachment 2

[TO BE COMPLETED ON BIDDER'S LETTERHEAD]

[INSERT CURRENT DATE]

Mr. Joseph Zeccolo
New York State Department of Health
Corning Tower, Room 2019
Albany, New York 12237

Re: NYS Department of Health (Department)
Eligibility Verification & Program Integrity Services

Dear Mr. Zeccolo:

1. **[Insert Bidder's complete name and address, including the name, mailing address, email address, fax number and telephone number for both the authorized signatory and the person to be contacted regarding the proposal]** submits this firm and binding offer to the Department in response to the above-referenced RFP and agrees as follows:
2. Bidder provides the following statement which describes the legal structure of the entity submitting the proposal: **[Insert Bidder's Response]**;
3. Bidder accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments;
4. Bidder acknowledges receipt of all Department amendments to this RFP, as may be amended;
5. Bidder provides a statement confirming that the bidder is either registered to do business in New York State, or if formed or incorporated in another jurisdiction than New York State, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department;
6. Bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department
7. Bidder agrees that the proposal will remain valid for minimum of 365 calendar days from the closing date for submission of proposals;
8. Bidder provides the following statement in which (i) the bidder has disclosed any potential conflict of interest, including but not limited to, all business, financial, or beneficial relationships or interests in any local department of Social Services offices, and/or all business, financial, beneficial and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exists, (ii) bidder must describe how an actual or potential conflict of interest and/or disclosure of

confidential information relating to an award under this RFP will be avoided, and (iii) the bidder guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited to sections 73 and 74, with regard to ethical standards applicable to State employees. If there is no conflict(s) of interest, so indicate: **[Insert Bidder's Response]**;

9. Bidder is/is not [indicate one] providing an appendix to this letter identifying use of any subcontractor(s). If a proposal is submitted which proposes to utilize the services of a subcontractor(s), the bidder must provide, in an Appendix to this Transmittal Letter, one subcontractor summary for each listed subcontractor's summary document and certify that the information provided is complete and accurate.

The summary document for each listed subcontractor should contain the following information:

- a. Complete name of the subcontractor;
 - b. Complete address of the subcontractor;
 - c. Type of work the subcontractor will be performing;
 - d. Percentage of work the subcontractor will be providing;
 - e. Evidence that the subcontractor is either registered to do business in New York State, or if formed or incorporated in another jurisdiction than New York State, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available.
 - f. A general description of the scope of work to be performed by the subcontractor; and
 - g. The subcontractor's assertion that it does not discriminate in its employment practices with regards to race, color, religion, age (except as provided by law) sex, marital status, political affiliation, national origin, or handicap.
10. A statement that the bidder has experience conducting and/or verifying eligibility determinations in at least one state for either Medicaid or CHIP during the past five years. Bidders must also have experience analyzing and reporting the results of such reviews and/or verifications.
 11. A statement confirming that the bidder will locate its physical plant and key project staff in a single location within twelve (12) miles of the Capitol building in Albany, New York.

The undersigned individual affirms and represents that he/she has the legal authority and capacity to sign and submit this bid on behalf of **[Insert Bidder's Name]** as well as to execute a contract with the Department.

Signature of Authorized Official

Printed Name of Authorized Official

Attachment 3

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 1

	Number of FTEs				
	PERM: CHIP	PERM: Medicaid	MEQC	Other Program Integrity Services	TOTAL
Management Staff					
Supervisory Staff					
Review Staff					
Analytical/ Technical Staff					
<i>Add additional categories, as needed</i>					
Total Number of FTEs					

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Attachment 4

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 2

	Number of FTEs				
	PERM: CHIP	PERM: Medicaid	MEQC	Other Program Integrity Services	TOTAL
Management Staff					
Supervisory Staff					
Review Staff					
Analytical/ Technical Staff					
<i>Add additional categories, as needed</i>					
Total Number of FTEs					

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Attachment 5

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 3

	Number of FTEs				
	PERM: CHIP	PERM: Medicaid	MEQC	Other Program Integrity Services	TOTAL
Management Staff					
Supervisory Staff					
Review Staff					
Analytical/ Technical Staff					
<i>Add additional categories, as needed</i>					
Total Number of FTEs					

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Attachment 6

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 4

	Number of FTEs				
	PERM: CHIP	PERM: Medicaid	MEQC	Other Program Integrity Services	TOTAL
Management Staff					
Supervisory Staff					
Review Staff					
Analytical/ Technical Staff					
<i>Add additional categories, as needed</i>					
Total Number of FTEs					

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Attachment 7

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 5

	Number of FTEs				
	PERM: CHIP	PERM: Medicaid	MEQC	Other Program Integrity Services	TOTAL
Management Staff					
Supervisory Staff					
Review Staff					
Analytical/ Technical Staff					
<i>Add additional categories, as needed</i>					
Total Number of FTEs					

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Attachment 8

PROPOSED STAFFING LEVEL WORKSHEET

Contract Year 6

	Number of FTEs
	Transition Period
Management Staff	
Supervisory Staff	
Review Staff	
Analytical/Technical Staff	
<i>Add additional categories, as needed</i>	
Total Number of FTEs	

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Attachment 9

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # 1006030932

Bidders choosing not to bid are requested to complete the portion of the form below:

We do not provide the requested services. Please remove our firm from your mailing list

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

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Attachment 10

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: _____ FAU # 1006030932

Bidder Name:

Bidder Address:

Bidder Fed ID No:

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

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Attachment 11
BID SUMMARY

BID COMPONENT	REFERENCE NUMBER	TOTAL
TOTAL ADMINISTRATIVE FEE	11.A	\$
REVIEW FEE COMPONENTS		
2011 PERM - CHIP	11.B.1	\$
2014 PERM - CHIP	11.B.2	\$
2011 PERM - Medicaid	11.B.3	\$
2014 PERM - Medicaid	11.B.4	\$
MEQC	11.B.5	\$
Other Program Integrity Services	11.B.6	\$
TOTAL REVIEW FEE		\$
TOTAL TRANSITION FEE		
TOTAL TRANSITION FEE (Anticipated 1/1/2016 – 6/30/2016)		\$
TOTAL CONTRACT BID		
TOTAL CONTRACT BID	11.C	\$

*This amount can **NOT** be more than 20% of the Total Contract Bid (i.e., the amount provided below as 11.C).*

This amount must match the amount provided on the bidder's Bid Form (i.e., Attachment 10).

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Attachment 12

Pricing Worksheet and Payment Schedule

ADMINISTRATIVE FEE

PRICING	Pricing Elements	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
	Rent	\$	\$	\$	\$	\$	\$
	Utilities	\$	\$	\$	\$	\$	\$
	Insurance	\$	\$	\$	\$	\$	\$
	Equipment	\$	\$	\$	\$	\$	\$
	Supplies, Materials & Postage	\$	\$	\$	\$	\$	\$
	Travel	\$	\$	\$	\$	\$	\$
	Other (please list as necessary)	\$	\$	\$	\$	\$	\$
	Indirect Allocation @ ____ % of _____	\$	\$	\$	\$	\$	\$
	Markup @ ____ % of _____	\$	\$	\$	\$	\$	\$
TOTAL ADMINISTRATIVE FEE	\$	\$	\$	\$	\$	\$	

This amount must match the amount submitted as 11.A on Attachment 11.

PAYMENT ¹	Payment Schedule	Contract Year 1 ²	Contract Year 2 ³	Contract Year 3 ³	Contract Year 4 ³	Contract Year 5 ³	TOTAL
	Quarter 1	\$	\$	\$	\$	\$	\$
		40%	25%	25%	25%	25%	
	Quarter 2	\$	\$	\$	\$	\$	\$
		20%	25%	25%	25%	25%	
	Quarter 3	\$	\$	\$	\$	\$	\$
		20%	25%	25%	25%	25%	
	Quarter 4	\$	\$	\$	\$	\$	\$
		20%	25%	25%	25%	25%	
	TOTAL ADMINISTRATIVE FEE	\$	\$	\$	\$	\$	\$

This amount must match the amount submitted as 11.A on Attachment 11.

¹ The Contractor shall submit vouchers on a quarterly basis.

² For Quarter 1, the Contractor shall submit a voucher for 40 percent of the total approved Administrative Fee for Contract Year 1. For Quarters 2 through 4, the Contractor shall submit a voucher for 20 percent of the total approved Administrative Fee for Contract Year 1.

³ For Contract Years 2 through 5, each quarterly voucher submitted by the Contractor shall be 25 percent of the total approved Administrative Fee for that contract year.

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Attachment 13

Pricing Worksheet and Payment Schedule

REVIEW FEE: PERM - CHIP 2011, CHIP 2014, Medicaid 2011 and Medicaid 2014

		TOTAL				
PRICING	Pricing Elements	CHIP 2011	CHIP 2014	Medicaid 2011	Medicaid 2014	
		Project Staff (i.e., salaries and fringe benefits)	\$	\$	\$	\$
		TOTAL REVIEW FEE for PERM	\$	\$	\$	\$

This amount must match the amount submitted as 11.B.1 on Attachment 11.

This amount must match the amount submitted as 11.B.2 on Attachment 11.

This amount must match the amount submitted as 11.B.3 on Attachment 11.

This amount must match the amount submitted as 11.B.4 on Attachment 11.

		TOTAL				
PAYMENT	Payment Schedule	CHIP 2011	CHIP 2014	Medicaid 2011	Medicaid 2014	
		Successful completion of all start-up activities (e.g., development of sampling plans, tracking systems, review worksheets and other related materials)	\$	\$	\$	\$
			25%	25%	25%	25%
		Successful completion of all reviews from the first six sample months of the PERM review period (e.g., October 2010 - March 2011)	\$	\$	\$	\$
			20%	20%	20%	20%
		Successful completion of all reviews from the last six sample months of the PERM review period (e.g., April - September 2011)	\$	\$	\$	\$
			20%	20%	20%	20%
		Submission of the final review results, which is anticipated on or about July 1, 2012	\$	\$	\$	\$
		15%	15%	15%	15%	
	Successful completion of all analysis, reporting and corrective action plan activities	\$	\$	\$	\$	
		20%	20%	20%	20%	
	TOTAL REVIEW FEE for PERM	\$	\$	\$	\$	

This amount must match the amount submitted as 11.B.1 on Attachment 11.

This amount must match the amount submitted as 11.B.2 on Attachment 11.

This amount must match the amount submitted as 11.B.3 on Attachment 11.

This amount must match the amount submitted as 11.B.4 on Attachment 11.

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Attachment 14

Pricing Worksheet and Payment Schedule

REVIEW FEE: MEQC

PRICING	Pricing Elements	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
		2009 & 2010 MEQC	2011 & 2012 MEQC	2013 MEQC	2014 MEQC	2015 MEQC	
	Project Staff (i.e., salaries and fringe benefits)	\$	\$	\$	\$	\$	\$
	TOTAL REVIEW FEE for MEQC	\$	\$	\$	\$	\$	\$

This amount must match the amount submitted as 11.B.5 on Attachment 11.

PAYMENT	Payment Schedule	Contract Year 1		Contract Year 2		Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
		2009 MEQC	2010 MEQC	2011 MEQC	2012 MEQC	2013 MEQC	2014 MEQC	2015 MEQC	
	Successful completion of all start-up activities for the MEQC review year (e.g., development of sampling plans, tracking systems, review worksheets and other related materials)	\$	\$	\$	\$	\$	\$	\$	\$
		12.5%	12.5%	12.5%	12.5%	25%	25%	25%	
	Successful completion of all required reviews for the MEQC review year	\$	\$	\$	\$	\$	\$	\$	\$
		25.0%	25.0%	25.0%	25.0%	50%	50%	50%	
	Successful completion of all analysis, reporting and corrective action plan activities for the MEQC review year	\$	\$	\$	\$	\$	\$	\$	\$
		12.5%	12.5%	12.5%	12.5%	25%	25%	25%	
	TOTAL REVIEW FEE for MEQC	\$	\$	\$	\$	\$	\$	\$	\$

This amount must match the amount submitted as 11.B.5 on Attachment 11.

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Attachment 15

Pricing Worksheet and Payment Schedule

REVIEW FEE: OTHER PROGRAM INTEGRITY SERVICES

PRICING	Pricing Elements	Contract Year 1	Contract Year 2)	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
	3 Full-time Review Staff (i.e., salaries and fringe benefits)	\$	\$	\$	\$	\$	\$
	TOTAL REVIEW FEE for OTHER PROGRAM INTEGRITY SERVICES	\$	\$	\$	\$	\$	\$

This amount must match the amount submitted as 11.B.6 on Attachment 11.

PAYMENT¹	Payment Schedule	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	TOTAL
	Quarter 1	\$	\$	\$	\$	\$	\$
		25%	25%	25%	25%	25%	
	Quarter 2	\$	\$	\$	\$	\$	\$
		25%	25%	25%	25%	25%	
	Quarter 3	\$	\$	\$	\$	\$	\$
25%		25%	25%	25%	25%		
Quarter 4	\$	\$	\$	\$	\$	\$	
	25%	25%	25%	25%	25%		
TOTAL REVIEW FEE for OTHER PROGRAM INTEGRITY SERVICES		\$	\$	\$	\$	\$	\$

This amount must match the amount submitted as 11.B.6 on Attachment 11.

¹ The Contractor shall submit vouchers on a quarterly basis. The quarterly amount shall be 25 percent of the total approved Review Fee for that contract year.

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Attachment 16

Estimated Average Salary and Fringe Benefits Worksheet

Contract Year 1

Staff Category	Number of FTEs	Average Annual Salary	Average Annual Fringe Benefits
Management Staff		\$	\$
Supervisory Staff		\$	\$
Review Staff		\$	\$
Analytical/Technical Staff		\$	\$
<i>Add additional categories, as needed</i>			
TOTAL		\$	\$

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Attachment 17

Estimated Average Salary and Fringe Benefits Worksheet

Contract Year 2

Staff Category	Number of FTEs	Average Annual Salary	Average Annual Fringe Benefits
Management Staff		\$	\$
Supervisory Staff		\$	\$
Review Staff		\$	\$
Analytical/Technical Staff		\$	\$
<i>Add additional categories, as needed</i>			
TOTAL		\$	\$

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Attachment 18

Estimated Average Salary and Fringe Benefits Worksheet

Contract Year 3

Staff Category	Number of FTEs	Average Annual Salary	Average Annual Fringe Benefits
Management Staff		\$	\$
Supervisory Staff		\$	\$
Review Staff		\$	\$
Analytical/Technical Staff		\$	\$
<i>Add additional categories, as needed</i>			
TOTAL		\$	\$

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Attachment 19

Estimated Average Salary and Fringe Benefits Worksheet

Contract Year 4

Staff Category	Number of FTEs	Average Annual Salary	Average Annual Fringe Benefits
Management Staff		\$	\$
Supervisory Staff		\$	\$
Review Staff		\$	\$
Analytical/Technical Staff		\$	\$
<i>Add additional categories, as needed</i>			
TOTAL		\$	\$

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Attachment 20

Estimated Average Salary and Fringe Benefits Worksheet

Contract Year 5

Staff Category	Number of FTEs	Average Annual Salary	Average Annual Fringe Benefits
Management Staff		\$	\$
Supervisory Staff		\$	\$
Review Staff		\$	\$
Analytical/Technical Staff		\$	\$
<i>Add additional categories, as needed</i>			
TOTAL		\$	\$

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Attachment 21

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section F, Administrative Issues, 11 - Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at NYS OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

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Attachment 22

New York State Department of Health

M/WBE PROCUREMENT FORMS

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Plan
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Plan
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

New York State Department of Health

SUBCONTRACTING UTILIZATION PLAN

Agency Contract: _____ Telephone: _____

Contract Number: _____ Dollar Value: _____

Date Bid: _____ Date Let: _____ Completion Date: _____

Contract Awardee/Recipient: _____

Name: _____

Address: _____

Telephone: _____

Description of Contract/Project Location: _____

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: _____ % MBE _____ % WBE

Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

Contractor's Agreement: My firm proposes to use the MBEs listed on this form

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
---	--------------------------	--------------	-------

Grant Recipient Affirmative Action Officer Signature (If applicable):

FOR OFFICE USE ONLY

Reviewed: By:	Date:
---------------	-------

M/WBE Firms Certified: _____ Not Certified: _____

CBO: _____ MCBO: _____

New York State Department of Health

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS

LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment as: _____

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address:

Fed ID Number:

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): _____

at the following price: \$ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be completed: _____

Date Supplies ordered: _____ Delivery Date: _____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health

M/WBE STAFFING PLAN

Check applicable categories:

Project Staff Consultants Subcontractors

Contractor Name: _____

Address: _____

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

(Name and Title)

Date

Attachment 23

<p>State Consultant Services</p> <p>FORM A</p>
--

<p><u>OSC Use Only</u></p> <p>Reporting Code:</p> <p>Category Code:</p> <p>Date Contract Approved:</p>
--

Contractor's Planned Employment
From Contract Start Date through End of Contract Term

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of

(use additional pages if necessary)

Instructions
State Consultant Services
Form A: Contractor's Planned Employment
and
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or
via fax to (518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment 24

<p>State Consultant Services</p> <p>FORM B</p>
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<p><u>OSC Use Only</u></p> <p>Reporting Code:</p> <p>Category Code:</p>

Contractor's Annual Employment Report
 Report Period: April 1, ____ to March 31, ____

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:
 Title:

Phone #:

Preparer's signature:
 Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment and

Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

4. the designated payment office (DPO) outlined in the consulting contract.
5. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or
via fax to (518) 474-8030 or (518) 473-8808
6. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment 25

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-TD*, which is depicted below, can be found at:

http://www.tax.state.ny.us/forms/form_number_order_st_y.htm



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name		
Contractor's principal place of business	City	State ZIP code
Contractor's mailing address (if different than above)		
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) \$
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

	Internet access: www.nystax.gov (for information, forms, and publications)	
	Fax-on-demand forms:	1 800 748-3676
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.	
	To order forms and publications:	1 800 462-8100
	Sales Tax Information Center:	1 800 698-2909
	From areas outside the U.S. and outside Canada:	(518) 485-6800
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):	1 800 634-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Attachment 26

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-CA*, which is depicted below, can be found at:

http://www.tax.state.ny.us/forms/form_number_order_st_y.htm



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number	Covered agency name		\$
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a *contract for commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachment 27

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified

and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours

at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>.

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Attachment 28

APPENDIX D

GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. **Non-Collusive Bidding**
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
 - 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies,

PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
 - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

- ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
 - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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Attachment 29

APPENDIX G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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Attachment 30

APPENDIX H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

I. Definitions. For purposes of this Appendix H of this AGREEMENT:

- A. "Business Associate" shall mean CONTRACTOR.
- B. "Covered Program" shall mean the STATE.
- C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of Business Associate:

- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
- B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
- D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security

number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
- E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.
- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
- G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

- K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

III. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.

- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

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Attachment 31

**Agency Code 12000
APPENDIX X**

Contract Number: _____

Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____.

(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____.

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____.

(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____ Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(Signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____